

**KONKAN RAILWAY CORPORATION LIMITED**  
**(A Government of India Undertaking)**

**TENDER DOCUMENT FOR**

Transportation of BG wheel and C&W materials from Diesel Rolling Stock Depot  
VERNA, GOA to HUBLI Workshop and back.

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**KONKAN RAILWAY CORPORATION LIMITED**

**(A Government of India Undertaking)**

**TENDER DOCUMENT**

CO/MW/208/VOL-I/2013/TN

Date:29/01/2013

NAME OF WORK: Transportation of BG wheels and C & W Materials from DRSD/VERNA to HUBLI Workshop and back.

LAST DATE OF SUBMISSION : 01/03/2013 at 15.00 hrs

No. of Tender Form : \_\_\_\_\_

Name & Address of Tenderer : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of issue : \_\_\_\_\_

Signature of KRCL Official : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**NOTE:**

1. The tender document is not transferable.
2. The tender document should be submitted intact without detaching any pages.
3. Tender document also available and can be down loaded from konkan railways web site [www.konkanrailway.com](http://www.konkanrailway.com)
4. Offer received without purchasing bid documents and offers without enclosing DD towards cost of bid documents and EMD will not be considered.
5. Tenderers or their authorized representatives can be present at the time of opening of tender.

## TOP SHEET

Name of the work	Transportation of BG wheels and Carriage & wagon Materials from DRSD/VERNA to HUBLI Workshop and back.
Open Tender Notice No and date	CO/M/W/208/VOL-I/2013/TN dated 29/01/2013
Estimated Cost of the work	Rs.21 Lakhs
Completion period	24 Months
Validity of offer	120 days
Type of Tender	Open Tender
Earnest Money Deposit	<b>Rs.42,000/-</b> (Rupees Forty-two Thousand only) in form of the DD drawn in favour of FA&CAO/KRCL payable at Navi Mumbai
Issue of tender documents	Between 9.15 hrs to 17.15 hrs on working days from 29/01/2013 to 12.00 hrs of 01/03/2013.
Last date and time for Depositing Tender	<b>01/03/2013 upto 14.30 hrs</b>
Place of depositing / opening of Tender	Office of the Chief Mechanical Engineer, KRCL, Belapur Bhfavan, Navi Mumbai –400614.
Time and date of opening	<b>15.00 Hrs on 01/03/2013.</b>
Cost of Tender Form	<b>Rs.3,375/-</b> (Rupees Three Thousand Three Hundred Seventy-five only) (Not Refundable and not Transferable) in form of the DD drawn in favour of FA&CAO/KRCL payable at Navi Mumbai
Eligibility Criteria	<p><b>Past experience of similar works:</b> The tenderer should have completed in the last three financial years (i.e current year and three previous financial years) at least one similar single work for a minimum value of 35% of advertised tender value (<b>i.e.Rs 21 lakh approx</b>). As per estimate, the tenderer must have completed one work of similar nature of value <b>Rs.7.35 lakhs and above</b></p> <p>Total contract amount received during the last three financial years (i.e current year and three previous financial year) should be a minimum of 150% of advertised tender value. As per estimate, the tenderer must have completed the works of value <b>Rs. 31.50 lakhs and above</b></p> <p><b>Financial Solvency:</b> The firm shall submit a solvency certificate from a Nationalized or Scheduled Bank for an amount not less than 1/4<sup>th</sup> of the estimated cost of this work works out <b>Rs.5.25 lakhs</b></p>

## TENDER FORM

To

The Chief Mechanical Engineer,  
Konkan Railway Corporation Limited  
Belapur Bhavan, Plot no.6, Sector – 11,  
CBD, Belapur, Navi Mumbai – 400 614

I/We \_\_\_\_\_

\_\_\_\_\_ have read the various conditions to tender hereto attached and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of full amount of my/our Earnest Money Deposit. I/We offer to do the works relating to Tender No.CO/M/W/208/VOL-I/2013/TN dated 29/01/2013 for Transportation of BG wheels and Carriage & wagon Materials from DRSD/VERNA to HUBLI Workshop and back at the rate quoted by me/us against each item in the relevant schedules.

1. I/We hereby bind myself/ourselves to adhere to the conditions submitted along with this Tender.
2. I/We also hereby agree to abide by the Rules of the Konkan Railway Corporation Limited and the special conditions of contract annexed to the Tender and to carry out the works according to the specifications and rules laid down by the Corporation.
3. I/We hereby declares that I/We shall employ adequate manpower as indicated in the Tender document to the entire satisfaction of Engineer-in-charge of the Corporation.
4. A Sum of **Rs.42,000/-** (Rupees Forty-two Thousand only) is remitted herewith as Earnest Money Deposit as stipulated in the Tender documents. The full value of EMD shall stand forfeited without prejudice to any rights or remedies of the Corporation may be entitled if:-
  - a) I/We withdraw my/our offer or alter or modify any condition thereof, in a manner not acceptable to the Corporation, within the period of validity of the offer.
  - b) I/We do not execute the contract documents within 7 days after receipt of notice issued by Corporation that such documents are ready.

OR

c) I/We do not commence the work within 07 days after the receipt of orders to the effect.

5. Until a formal agreement is executed, acceptance of this tender shall constitute binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

6. We also undertake to deposit an amount equal to 5% each for the total value of the contract as Security deposit and Performance guarantee as per Tender conditions.

Encl: As per list of contracts  
As top sheet EMD DD No.  
\_\_\_\_\_ and PAN

Signature of Tenderer(s)

Date:

Address/Seal

Signature of Witnesses

1.

2.

3.

## START OF TENDER DOCUMENT

### Additional Special Conditions for Tender Document downloaded from Internet/Website

- 1) These additional special conditions are applicable to tender document and considered as part of it, which is downloaded from Internet/website.
- 2) Tenderers may note that permitting of downloading of tender document is an added facility for convenience of Tenderer/s. Railways, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender document is not uploaded on website or downloaded failure or delay or incomplete document downloaded whatsoever, railway shall not be responsible in anyway. Railway shall not be responsible for any direct/indirect loss of business/profit resulting from inability to use this facility.
- 3) The Tenderer/s shall download & print the Tender document solely for the purpose of bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.
- 4) The end of tender document is indicated by "End of Tender Document" marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
- 5) The tender document downloaded from website though does not bear signature of Railway authority shall have same authority as having directly purchased from Railway office. Tenderers while submitting his offer must sign all pages of tender document.
- 6) The downloaded and printed tender document along with the various other documents should be submitted as per details mentioned in tender document. The Tenderer should clearly write on main tender cover and also on the top of sealed cover "**Tender documents downloaded from website**".
- 7) The tenderer/s are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected. **The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.**
- 8) The Tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/addition/deletion/tampering, whatsoever, in the downloaded documents. The Tenderer/s offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed even after award of contract, Railway is liable to terminate the contract on contractor's default. In addition Railway reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. After award of work agreement will be prepared based on the master copy of tender document available

submitted by Tenderer, the master document kept with Railway shall prevail and decision of Railway thereon shall be final and binding on Tenderer/Contractor.

- 9) Tenderer/s shall print the tender document on good quality A4 size papers of thickness 75 GSM or above and printed document shall be clearly legible. The document shall be properly bound and page numbers shall be clearly legible. The document shall be properly bound and page numbers shall be in serial order as mentioned in downloaded documents. The Tenderer/s shall not be reimbursed with the cost of stationary, printing and binding etc. Offer of Tenderer/s is liable to be rejected by Railway, if tender document is not printed or bound as per above instructions. Further tenderer shall bear expenses of Internet connection and telephone charges, if any for downloading of tender document.
- 10) The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document, issued by Railway through newspapers, website or E-mail or nay other means and shall act accordingly. It is the responsibility of the tenderer to check any correction or any modifications published subsequently in Website and the same shall taken into account while submitting the tender. Tenderer's offer is liable to be rejected if they have not enclosed all the corrections/corrigendum along with downloaded tender documents.
- 11) The "Additional Special Conditions for tender document downloaded from Website" must be signed by the Tenderer and enclosed along with the Tender Document failing which the tender is liable to be rejected.
- 12) The following declaration should be given by the Tenderer while submitting the tender:

***Declaration***

I/We have downloaded the tender document from the website [www.Konkanrailway.com](http://www.Konkanrailway.com) and I/We have not tampered/modified the tender forms in any manner. In case the document is found to be tampered/modified. I/We understand that my/our tender is liable to be rejected and full earnest money deposit will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.

## **INSTRUCTIONS TO TENDERER(s)**

The Chief Mechanical Engineer, Konkan Railway Corporation Limited, Belapur Bhavan, Plot no.6, Sector – 11, CBD, Belapur, Navi Mumbai – 400 614 on behalf of the Corporation, invites sealed Tenders for the following work.

NAME OF WORK: Transportation of BG wheels and Carriage & wagon Materials from DRSD/VERNA to HUBLI Workshop and back.

1. Scope of work: Annexure I of this tender document.
2. The following document shall accompany the tender:
  - a) Crossed DD drawn in favour of FA&CAO Konkan Railway Corporation. Ltd, payable at Mumbai / Navi Mumbai to the amount stipulated in the tender notice towards EMD.
  - b) An up-to-date valid Income Tax Clearance Certificate must be furnished along with the tender, otherwise, the tender may not be considered for acceptance.
3. Tenders must be enclosed in a sealed cover subscribing thereon the name of the work as mentioned in the tender notice and must be deposited in the tender box in the office of the Chief Mechanical Engineer, KRCL, Belapur Bhavan, Navi Mumbai – 400614, not later than the time and date mentioned in the tender notice. The tenders will be opened at the stipulated time in presence of such of those tenderers or their authorized representatives who may choose to be present. Tenders which are received after the date and time specified are liable to be rejected.
4. Tenders containing overwriting additions, alterations, erasures, obliteration and other defects are liable to be rejected, all corrections made by the Tenderers should be properly attested by the Tenderer. If the tenderers want to specify any special conditions or furnish any additional information by way of clarification, amplification etc., they may do so in a covering letter only and in no case make any alteration or correction in the tender documents.
5. The tenderer(s) shall sign every page of the tender documents and submit the tender document intact.
6. The tenderer(s) should quote separate rate against each item of schedules in both figure and words. Wherever there is difference between the rates quoted in figures and in words the rate quoted in words only will prevail.
7. The tenderer shall visit the site of work and ascertain for itself all the site conditions/tender work viz., accessibility of approach roads. Working conditions, availability of water for drinking purposes, electricity stores, etc. In short he should familiarize himself fully with the site conditions and GIVE A CERTIFICATE TO THIS EFFECT in the proforma appended here under.



8. The tenderer(s) shall also send along with the tender attested Photostat copies of documents like deed, articles and memorandum of association, certificate of incorporation. Memorandum of understanding in respect of consultancy/collaboration proposal, Partnership deed etc. However, the Corporation may demand production of all the original documents as may be considered necessary.
9. The Successful Tenderer(s) has/have to deposit the security deposit and Performance guarantee in such amount and in such manner as specified in Annexure III-A and B of the tender documents.
10. Tenderer shall submit the list of works which are currently being executed by them, their contract value and date of completion.
11. Non-compliance with any of the conditions set forth in this tender documents is liable to result in the tender being rejected.
12. The Tenderer should indicate the total value at the appropriate place in the schedule and/or in the summary sheet of tendered amount as the case may be.
13. These "Instructions to the tenderers" shall be deemed to form a part of the tender documents.
14. Any specification/condition stated by the tenderer in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been explicitly accepted by the Corporation.
15. Tenders by Telegrams will not be considered.
16. The transfer of Tender forms purchased by one Tenderer to another is not permissible.
17. The Tenderer is requested to read carefully the clauses of terms and conditions of the contract.

Senior Mechanical Engineer  
On behalf of Chief Mechanical Engineer  
Konkan Railway Corporation Ltd.  
Belapur, Navi Mumbai

Signature of Tenderer(s)

## PROFORMA

We the hereby declare and certify that I/We have inspected/investigated the site(s) of work and have fully familiarized myself/ourselves with all aspects of working restraints such as accessibility, conditions, location, geophysical/terrain conditions etc., whereupon only rates have been quoted by me/us.

Signature Tenderer(s)

Seal:

Date:

Annexure I

**NAME OF WORK: Transportation of BG wheels and Carriage & wagon Materials from DRSD/VERNA to HUBLI Workshop and back.**

**Scope of work:**

Defective BG wheel sets released from coached/wagons are sent to Hubli workshop of S W Railway for repairs and good wheel sets are brought back to Verna. The wheel sets are normally transported five times in a month i.e. there will be approximately 120 round trips if 5 wheel sets transported at a time from Verna to Hubli and back in a year.

The size of the wheel set is 2.5m x 1.3m x 1.3 m and weight of each set is 1.2MT approximately. Along with 05 wheelsets other carriage and wagon materials like DV, SAB, Brake cylinder, other under-gear items etc will be transported occasionally approximate weight of C&W items will be 2 MT.

**SPECIAL CONDITON OF CONTRACT**

1. Contract will be valid for **Two years**.
2. 05 wheel set are to be transported from Diesel Rolling Stock Depot, Verna to Hubli Workshop of S. W. Railway and in the return trip 05 wheel sets are to be transported from Hubli Workshop to Diesel Rolling Stock Depot, Verna. Addition to the wheel sets C&W materials are required to be transported bothways occasionally. However the maximum load will be within the limits of vehicle carrying capacity. Transportation schedule will be intimated by SSE/KRCL/Verna as and when required depending on wheel availability at DRSD/VEN and at Hubli Workshop.

NOTE:1) One railway wheel set consists of two wheel discs of dia 1000 mm (max) on either side and axle in between with bearing's, axle box and axle box wings at the end's of the axles.

2) Proper lashing to be done to avoid damages to axle box / bearing etc., which may cause due to friction / rubbing of axle boxes during transportation.

3. The approximate no of trips with 05 Railway BG wheel-set per month will be 4 to 5 or as per arising. The transportation schedule intimation will be given over TELEPHONE.

4. Loading and unloading of wheels will be done by KRCL/S.W.Rly at both points and same is to be assisted by the vehicle driver and the helper of the transporter.

Note: Loading/unloading at Verna will be done by forklift only. Hence arranged truck side body should be of convenient height to load the wheels using forklift.

5. The lashing/packing arrangement is to be done by the firm/contractor.

6. The materials required for lashing/packing (such as wooden wedges, manila rope, M S chains) are to be arranged by the contractor/firm.

7. Materials to be transported are to be insured all risk transit insurance from any National insurance company by the transport contractor and same shall be claimed for reimbursement with proper evidence / receipt of insurance cover for particular trip.

Note: If the firm transport the material without insurance cover same shall be on firms responsibility and same shall be made good in case of any damage during transit.

8. Increase or decrease in diesel price will not attract any change in transportation charges during the contract.

9. The materials for transportation are to be handed over and taken over to/by S.W.Rly/KRCL without any breakages/damage to the materials. In case of any breakage/damage (other than natural calamities) penalty will be levied according to the condition of the materials.

10. The vehicle arranged for transportation should be of such a height so as to be able to be loaded using forklift truck available at DRSD/VEN. (Max half height of half body truck from floor level should be 3 mtrs).

11. The maximum length of the space for material loading should be 19 to 24 feet and width should be 7.5 to 8 fits approximately, so that 05 nos. BG wheel sets can be loaded with sufficient clearance.

12. The vehicle should be placed for loading during 9.00 hrs. to 14.00 hrs and the vehicle should reach S W Rly, Hubli Workshop by 7.00 AM of next day after departure from Verna and should reach DRSD/VEN before 10:00 hrs of next day after departure from S W Rly, Hubli, so that wheel sets will be loaded and unloaded without any delay.

13. A penalty of Rs.500.00 (Rupees five hundred) will be imposed per day for delay in placement of vehicle within 24 hrs after telephone intimation.

14. Vehicle not reaching the Hubli workshop / DRSD Verna in the morning hours of the next day i.e. 7.00 am at Hubli workshop and 10.00 am at DRSD/VEN after departure of the vehicle from Verna/Hubli, the delay will be varified by RME/MAO and accordingly RME / MAO will impose the penalty of maximam upto Rs.500/- (Rupees five hundred).

15. Detention will normally be avoided. No detention charges are payable in case of vehicles placed in afternoon & released before noon of following day. However on account of KRCL if trucks are detained then detention charges shall be payable based on the varification of RME/MAO.

16. No other materials to be loading during the trip and no transshipment of material is to be done.

17. Ordering Book and Movement Register shall be printed by the contractor at his own expense in the format provided by Railways.

18. It will be the responsibility of the Contractor to maintain the log book of work done duly certified by the authorized Railway representative. The concerned Depot/Office In

charge/any Railway representative authorized by him, of the depot/office from where material is taken or delivered will sign the log book. The copy of log book is to be submitted along with the bill.

19. The incidental charges Toll tax etc will have to be born by the contractor. No extra payment will be done by the railway.

20. The contractors shall at their own cost maintain the said vehicles in proper condition to the satisfaction of the Railway Administration and shall duly and punctually pay all registration licenses and other fees and all the taxes payable in respect of the said vehicles and road. They shall provide and maintain at their own expenses and shall at all time offer to the Officers of the Government and Railway Administration all necessary facilities for the purpose of inspecting the said vehicles at a notified place.

21. The contractor shall also appoint and provide at their own cost for each vehicle a driver having a valid Driving License and other such staff may be necessary for the proper functioning of the vehicle. The vehicles should be filled with sufficient fuel and are fit to run on the road.

22. The Contractors shall make available such vehicles/trucks having valid permits/licenses duly certified by the concerned officer under Motor vehicle Act/Rules and regulations thereof. The Contractor shall also ensure that the vehicles/trucks are in working condition and fit to carry the material.

23. The Contractor shall engage such persons as drivers who are having proper and valid driving licenses issued by the officer authorized under Motor Vehicles Act and shall observe all the provisions of Motor Vehicles Act Rules and regulations thereof.

24. The contractor shall not be entitled to be provided with any facilities by way of accommodation, free passes or material or transport.

25. Payment of transportation will be released by FA&CAO, KRCL, Belapur on monthly basis after receipt of bills duly forwarded, checked and certified by RME/MAO or AME/VERNA. The number of trips made or numbers of wheel sets transported by contractor satisfactorily for KRCL in a month will be covered for monthly basis payment

### **CONDITIONS OF THE CONTRACT:**

1. The contract shall be governed by the law for the time being in force in the Republic of India.

2. Contractor's employee would be responsible for his own safety during the course of work. KRCL would not be responsible for any damage, loss, injury or accident sustained by the contractor and/or his employee in the course of work nor can be called upon for any compensation. Necessary statutory provisions shall be fulfilled by the contractor in this regard. The contractor shall be responsible to ensure safety of not only his workmen but also Railway staff, Railway commuters and public at Railway premises while carrying out the work.

2.1. Any damage or loss caused to the Railway property either by the contractor or his workmen shall be borne by the contractor. The quantum of loss/damage as assessed by the AME/SSE/SE/VEN shall be recovered from bills payable to the contractor. If the contractor is having any dispute in respect of the damage imposed, within fifteen days of receipt of decision of the above authority, he shall approach Chief Mechanical Engineer with his supporting details of redressal. The decision of Chief Mechanical Engineer in this respect is final and binding on the contractor.

2.2. For this purpose it is essential that the contractor should take an all risk comprehensive insurance at his cost to cover not only contractor men, materials, but also to cover public property and third party risks for the duration of the contract and regularly pay all Insurance premium within his quoted rates and produce proof of the same to the Corporation.

2.3. For non-compliance of any terms of the contract and/or violation there of penalty upto a maximum 2% of contract value for each violation per time shall be

levied. The quantum of penalty shall be as decided by RME/MAO on basis of report of AME/SSE/DRSD/VERNA. In case of persistent non compliance and/or violation of the terms of contract the contract shall be terminated with risk and cost of the contractor. The decision of Chief Mechanical Engineer shall be final in this regard.

3. All notices, communications, references and complaints made by the Corporation or its Engineer or the contractor interest concerning the works shall be in writing and no notice communication, reference or complaint not in writing shall be recognized. Telephonic intimation for vehicle booking is exception to this.

4. The contractor shall indemnify and save harmless the Corporation from and against all actions, suits, proceeding, losses, costs, damage, charges, claims and demands of every nature and description brought or recovered against the Corporation by reason or any act or omission of the contractor, his agents or employees, in the execution of the works or in the guarding of same. All sums payable by way of compensation under any of these conditions shall be considered as Corporation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

5. The Earnest Money Deposited by the contractor with his tender may be retained by the Corporation as a part of Security Deposit for the due and faithful fulfillment of the contract by the contractor. The balance if any to make up this security deposit which will be 5% of the contract value, shall be made good as per the mode of payment of security deposit selected wide annexure III. The security deposit shall be refunded after the expiry of the period of completion provided that all claims and demands made against the Corporation for and in respect of damage or loss by from or in consequence of the works have been finally satisfied.

6. No interest will be payable upon the earnest money or the security deposit or amounts payable to the contractor upon the contract.

7. The contractor shall commence the work within seven days after the receipt by him of an order in writing to this effect from the KRCL authority and shall proceed with the same with due expenditure and without delay.

8. The rates entered in the accepted schedule of rates of the contract are intended to provide for works duly and properly completed in accordance with conditions of contract and deemed to include and cover.

-Supervising and labour

-All watching

-All arrangements for the safety of the public or of employees

-All fees, duties, royalties, rent, taxes and imposition payable to local authorities.

-And all such other incidental charges or contingencies as may have been specially provided for in the specifications.

9. The accepted increase in quantity of each individual item of the contract would be upto 25% of the originally contracted and contractor shall be bound to carry out all the work at the agreed rates and shall not be entitled to any claim or any compensation what so ever upto the 25% increase in quantity of individual item. In the event of any reduction in the quantity to be executed for any reason what so ever the contractor shall not be entitled to any compensation but shall be paid for the actual quantity of work done.

10. Any error in description quantity or rate in the schedule annexed to the contract or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of this obligations under the contract.

11. The contractor shall not be entitled to make any claim what so ever against the Corporation under or by virtue of or arising out of this contract nor shall the Corporation entertain or consider any such claim if made by the contractor after he shall have signed "No claim certificate" in favour of the Corporation in such form as shall be required by the Corporation after the works are finally measured up.

12. The contractor shall be entitled to be paid from time to time (monthly) by way of "on Account" payments only for such works as in opinion of the KRCL authority he has executed in terms of the contract. All payments due subject to any deductions which

may be made under these presents and shall further be subject to unless otherwise required under the conditions, retention of the ten percent by way security deposits.

13. On account payment made to the contractor shall be without prejudice to the final making of the account and shall in no respect to be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular Qty of work having been executed nor of the manner of its execution being satisfactory.

14. Unless otherwise specified payment to the contractor will be made by cheque on the bank where the Corporation is having Current Account.

15. The contractor shall be entitled to determine the contract at any time should in the Corporations opinion the cessation of work become necessary owing to paucity of funds or from ant other cause what so ever in which case the value of approved work done to date by the contractor will be paid for in full at the rates specified in the contract. Notice in writing from the Corporation of such determination and the reason there for shall be conclusive evidence thereof. The contractor shall have no claim to any payment of compensation or other wise, whom so ever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of determination of the contract.

16. The contractor should:-

- a) Become bankrupt or insolvent or
- b) Abandon the contract or
- c) Persistently dis-regards the instructions of the KRCL authority or contravenes any provision of the contract or
- d) Fail to take steps to employ competent or additional staff and labour as required.

Then in any of the said cases the authority on behalf of the Corporation may serve the contractor with a notice in writing to that effect and the contractor does not within seven days after delivery to him of such notice, proceed to make good his default, the Corporation shall be entitled after giving 48 hrs in notice whole or in parts and adopt either to complete the balance works by employing labour or to get it completed by another contractor. The manner and method in which such works is completed shall be in the entire discretion of the KRCL authority whose decision shall be final.

16.The Corporation shall be entitled to recover from the contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the authority to the contractor if the works had been carried out by the contractor under the terms of the contract.

17. The courts of the place where the acceptance of tender has been issued alone have jurisdiction to decide any dispute arising out or in-respect of the contract.

18. In the event of any question, dispute or differences arising under these conditions with this contract except as to any matters or revision of which is specially provided for by these conditions shall be referred to sole arbitrator or an executive of Konkan Railway appointed to be an Arbitrator by Managing Director of KRCL. However the arbitrator



appointed so shall not be one of those who had an opportunity to deal with the matters to which the contract relates.

18. Subject to aforesaid Arbitration and conciliation ACT 1996 and rules there under and statutory modifications there of for the time being in force shall be deemed to apply the arbitration proceedings under this clause.

19. The period of the contract shall be Eighteen months from the date of award of the contract including intervening monsoon period.

19.1. There is no maintenance period under this contract.

20. In the Government securities a margin shall be allowed for possible fluctuations in the market value and the Tenderer will be called to make good any deficiency in this respect, if necessary. No interest will be payable on the security deposit but Government securities deposited in terms of these mentioned above will be repayable in interest occurred thereon if this carry any interest.

21. Payment of bills: The details required for preparation of on account and final bills have to be taken jointly by the KRCL authority and the tenderer(s) and the same will be recorded by the KRCL authority. Based on the above the tenderer has to submit his on account/final bills along with the details and the calculations of quantities in proforma approved by the KRCL authority. The payment of on account/final bills will be released after due scrutiny.

22. The tenderer would be liable to pay any taxes including sales tax etc. as may be leviable under the relevant statute. Moreover the KRCL would be at liberty to deduct such taxes at sources and pay to the concerned authorities as may be provided under law or if demanded by such authorities.

23. As per the prevailing rate deduction towards income tax will be made from the gross sum payable under contract in terms of section 194 of Income Tax Act 1961.

24. Sales Tax or other taxes: The tenderer shall bear in full any sales tax and/or other taxes levied by the State Government and/or Central Government from time to time. This would be entirely a matter between the tenderer and State Government or Central Government and no claim whatsoever on this account shall be entertained by the Corporation.

25. The contractor shall comply with the latest provisions of

- a. Minimum Wage Act 1948 and rules made there under.
- b. Provisions of Payment of Wages Act 1936 and rules made there under.
- c. Provision of Contract Labours (Regulation and Abolition] Act 1970.
- d. Provision of Employees Provident Fund act 1952.
- e. Provision of Workmen Compensation Act 1923.
- f. The Bonded Labour System (Abolition] Ordinance 1975 Rules made thereon.
- g. Any other rule/law/regulation applicable.

**26. Force Majeure Condition:**

(i) In the event of any unforeseen event directly interfering with the work arising during the currency of the contract: such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lockout, acts of public enemy, acts of God, sabotage: the contractor shall, within a week from the commencement thereof, notify the same in writing to the KRCL with reasonable evidence thereof. If the force majeure conditions mentioned above be in force for a period of 30 days or more at any time, the contractor shall have the option to terminate the contract on expiry of 30 days or more at any time of commencement of such force majeure by giving 7 days notice to the KRCL in writing. In case of such termination, no damage shall be claimed by either party against the other save and except those, which had accrued under any other clause of the agreement prior to such termination.

(ii) Non-performance of the contractor as per the schedule even due to Force majeure conditions shall be considered valid reason for debarring him from orders against future tenders

Date

Signature of Tenderer(S)  
Seal:

Annexure II

**INDEMNITY BOND**

(TO BE EXECUTED ON A STAMP PAPER TO THE VALUE OF RUPEES 30/-)

This bond of indemnity executed on \_\_\_\_\_ Day of 2013 by M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after called Executants in favour of the Konkan Railway Corporation Limited, acting through the Chief Mechanical Engineer, Konkan Railway Corporation Limited and their successors.

In consideration of having agreed to execute the work of Transportation of BG wheel and C&W materials from Diesel Rolling Stock Depot VERNA, GOA to HUBLI Workshop and back

We undertake and indemnify you, your successors and assigns as follows against any payment and all obligations in respect of the following:

- i) Items handed over where not accounted.
- ii) We agree to indemnify the Corporation against any and all obligations of payment to us in respect of the rejected items.
- iii) This bond shall be binding on us, the executants and the successors and assigns and shall continue to be valid, binding and irrecoverable until this work is executed in full and the contract is put to an end.

Dated at \_\_\_\_\_ this \_\_\_\_\_ Day of 2013.

Witness

- 1.
- 2.

Signature of Tenderer(s)  
Date:

#### Annexure III-A

**SECURITY DEPOSIT ON ACCEPTANCE OF TENDERS:** Unless otherwise specified in the special conditions, if any, the Security Deposit/Rate of recovery/mode of recovery shall be as under:

- (a) Security Deposit for each work should be 5% of the contract value.
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then JA Grade Officer (Concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

In the event of the contractor failing to make the deposit with in the said time and in the manner aforesaid, the Railway. Administration shall be entitled to cancel his/their contract and forfeit the money deposited by contractors as the earnest money also. No interest will be paid on security deposit. The security deposit may be enhanced on the full discretion of the Rly. Administration. The Railway is fully entitled to recoup loss to Rly. arising due to breach of terms of this agreement from the money deposited as security deposit. Security deposit will be returned after all liabilities to the Rly. have been met, and contractor has no dues on the Railway.

Whenever the contracts are rescinded the performance guarantee deposited towards security deposit shall be encashed.

No interest will accrue on the security deposit under any circumstances.

**Performance Guarantee (PG):** The successful bidder should give Performance Guarantee amounting to 5% of the contract value in the following forms.

- A deposit of cash
- Irrevocable bank guarantee
- Government securities including State Loan Bonds at 5 percent below the market value.
- Deposit receipts, pay orders, demands Drafts and guarantee Bonds. these forms of performance Guarantee could be either of the State Bank of India or of any of the nationalized banks
- Guarantee Bonds executed or deposits Receipts tendered by all scheduled banks
- A deposit in the Post Office Saving Bank.
- A deposit in the National Saving certificates
- Twelve years National Defence Certificate
- Ten years Defence deposits
- National Defence Bonds
- Unit trust Certificates at 5 per cent below market value or at the face value whichever is less.
- FDR in favour of FA& CAO, Konkan Railway Corporation Ltd, Belapue, Navi Mumbai (free from any encumbrance) can be accepted.

The Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to **stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.** The agreement should normally be signed within 15(fifteen) days after the issue of LOA and Performance Guarantee should also be submitted within this time limit.

Performance Guarantee shall be released after satisfactory **physical completion of the work based on the „Completion Certificate“ issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily.** The procedure for releasing should be same as for Security Deposit.

Wherever the contracts are rescinded, the security deposit should be forfeited and the performance guarantee shall be encased and the balance work should be got done separately.

The balance work shall be got done independently without risk and cost of the original contractor.

The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every

member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV / partnership firm.

The Engineer shall not make claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract(not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the engineer may claim the future amount of the performance guarantee.
- Failure by the contractor to pay President of India any amount due, either under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
- The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

The tenderer shall strike off the mode of payment furnishing the security deposit that he does not choose and sign against the mode chosen by him and the discretion of accepting it will lie with the corporation.

Signature of Tenderer(s)

Date:

## Annexure IV

**SCHEDULE OF RATES & QUANTITIES**

**Name of Work:** Transportation of BG wheels and Carriage & wagon Materials in suitable trucks and with suitable securing/ security arrangement from Diesel Rolling Stock Depot Verna / Goa to Hubli Workshop/ South Western Railway & back

**Period** : Two Year

Sr. No.	Description	No. of Trips for Two year	Rate per trip per Truck.(Rs).	Total Amount considering rate per trip per Truck (Rs)
1.	Charges towards transportation of BG wheels and Carriage & wagon Materials by road from Diesel Rolling Stock Depot Verna / Goa to Hubli Workshop/ South Western Railway.	120 (Appx 600 wheel sets)		
	Rate in words Rupees			
	Total amount in words Rs			
2.	Charges towards transportation of BG wheels and Carriage & wagon Materials by road from Hubli Workshop/ South Western Railway to Diesel Rolling Stock Depot Verna / Goa.	120 (Appx 600 wheel sets)		
	Rate in words Rupees			
	Total amount in words Rs			
3	Charges towards transportation of BG wheels and Carriage & wagon Materials by road from Diesel Rolling Stock Depot Verna / Goa to Hubli Workshop/ South Western Railway and back (To & Fro)	120 Round trips (1200 wheel sets)		
	Rate in words Rupees			
	Total amount in words Rs			
4	Any other Taxes:			

Signature of Tenderer(s)

**Note:** The rates should be quoted in words and figures without over writing/ erasing. The rates quoted shall be inclusive of all taxes/levies and other charges involved, if any.

Place: -----

Date: -----

Signature: -----

Name of the Contractor: -----

Address: -----

The rate must be filled both in words and figures and should be inclusive of all charges (i.e. raw material and labor charges etc.). Details of taxes levied should be shown separately against the column of taxes, if any. The tenderer must quote rates in the tender clearly indicating the taxes and royalties payable by the contractors to government or public body or local authority. In case no such details are provided, all the rates quoted in the tender shall be deemed to be inclusive of all, taxes, royalties. No additional amount will be paid or claim entertained on this account by the Railways

Signature of Tenderer(s)

**“End of Tender Document”**